

Exhibit “A”

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

DAVID E. MACK,

Plaintiff,

v.

**DIVERSIFIED CONSULTANTS,
INC.,**

Defendant.

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Case No. 4:14-CV-155-RAS-DDB

TO: PLAINTIFF ABOVE-NAMED:

Pursuant to Fed. R. Civ. P. 68, and without admitting liability, Defendant, Diversified Consultants, Inc. ("DCI"), hereby offers to allow judgment to be taken against it in favor of Plaintiff, David E. Mack, as follows:

1. The party making the Offer of Judgment is DCI;
2. The Offer of Judgment is being made to Plaintiff, David E. Mack;
3. Without admitting any liability, judgment shall be entered against DCI for statutory and actual damages in the amount of \$1,001 for DCI's alleged violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692, *et seq.*;
4. Without admitting any liability, the Judgment entered shall also include an amount for reasonable costs and attorney's fees for Plaintiff's FDCPA claims as determined by the Court. Reasonable costs and attorney's fees are to be agreed upon by the parties, or, if the parties are unable to agree, to be determined by the Court on application by Plaintiff's counsel subject to the limitation that attorney's fees and costs are cut off as of the date of this Offer of Judgment;
5. Without admitting any liability, the Judgment entered in accordance with this Offer of Judgment is to be in total settlement of Plaintiff's FDCPA

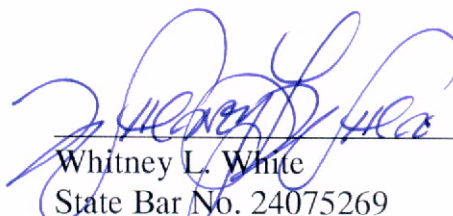
claims against DCI, and said judgment shall have no effect whatsoever except in settlement of those claims;

6. This Offer of Judgment is made solely for the purposes specified in Rule 68, and is not to be construed either as an admission that DCI is liable in this action, or that Plaintiff has suffered any damages; and
7. In accordance with Rule 68, if Plaintiff does not accept this Offer of Judgment within fourteen (14) days after service of the Offer, then the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If Plaintiff does not accept this Offer of Judgment, and the judgment finally obtained by Plaintiff for claims under the FDCPA is not more favorable than this Offer, then the Plaintiff must pay his costs relating to Plaintiff's FDCPA claims incurred after making this Offer, as well as DCI's costs, as allowed by the law of this District.

ACCEPTED: _____

David E. Mack

DATE: _____



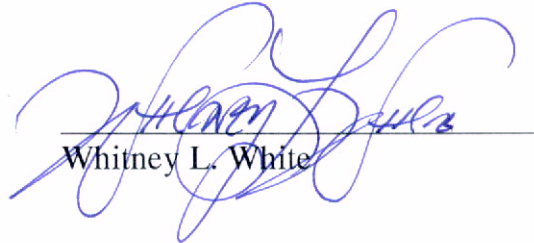
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**Attorney for Defendant,
Diversified Consultants, Inc.**

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of November, 2014, a copy of the foregoing
was served via e-mail upon the following:

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